NOTICE OF NORTH CANTON CITY COUNCIL MEETING Monday, August 25, 2014, 7:00 p.m., City Hall Agenda

- 1. Call to Order
- 2. Opening Prayer
- 3. Pledge of Allegiance
- 4. Roll Call
- 5. Consideration:

Mayor's Court Receipts - June & July 2014 Financial Statement - June & July 2014 Special Committee of the Whole Meeting Minutes - July 23, 2014 Special Council Meeting Minutes - July 23, 2014

6. North Canton Jaycees; Recognition of Visitors

New Business:

7. Ordinance No. 61 - 2014 - 1st Reading - Community & Economic Development Committee

An ordinance authorizing the Mayor of the City of North Canton to enter into an Industrial and Commercial Occupancy Grant Agreement with Sanctuary Media Group.

8. Resolution No. 62 - 2014 - 1st Reading - Ordinance, Rules & Claims Committee

A resolution approving and adopting as presented amendments to Chapter 143 Civil Service Commission of the Codified Ordinances of the City of North Canton, Rules and Regulations of Civil Service Commission, and declaring the same to be an emergency.

9. Ordinance No. 63 - 2014 - 1st Reading - Street & Alley Committee

An ordinance approving, confirming and accepting a perpetual public water main easement, being part of Out Lot 339, situated in the City of North Canton, County of Stark, and State of Ohio, wherein Euro Development LTD has given and granted unto the City of North Canton said easement for and in consideration of \$1.00 and other good and valuable consideration, and declaring the same to be an emergency.

10. Ordinance No. 64 - 2014 - 1st Reading - Street & Alley Committee

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into an agreement with the Board of Stark County Commissioners for the East Maple/Easton Street Improvement Project, at the City of North Canton's total cost not to exceed \$54,000.00, and declaring the same to be an emergency.

11. Ordinance No. 65 - 2014 - 1st Reading - Street & Alley Committee

An ordinance amending Ordinance No. 25 - 2012, Main Street Traffic Signal Coordination Project (Everhard to Orion), increasing the appropriation from not to exceed \$807,250.00 to not to exceed \$848,862.38, and declaring the same to be an emergency.

12. Ordinance No. 66 - 2014 - 1st Reading - Finance & Property Committee

An ordinance authorizing the issuance and sale of an amount not to exceed \$7,500,000 in principal amount of City of North Canton, Ohio Healthcare Facilities Revenue Bonds, Series 2014 (St. Luke Lutheran Community Project), for the purpose of financing costs of hospital facilities; authorizing the signing and delivery of a Base Lease, Lease, and a Trust Agreement to provide for the issuance of, and securing the payment of bond service charges payable on, the bonds; authorizing the signing and delivery of a Bond Purchase Agreement in connection with the sale of the bonds and of certain other documents and instruments in connection with, and the taking of actions necessary or desirable to effect the issuance of, the bonds; and authorizing and approving related matters, and declaring an emergency.

13. Ordinance No. 67 - 2014 - 1st Reading - Finance & Property Committee

An ordinance authorizing the Director of Finance of the City of North Canton to make payment to Plain Township in the amount of \$24,333.20 for annexation property tax reparations due through tax year 2013, and declaring the same to be an emergency.

14. Reports - Council:

Doug Foltz	Ward 1	Mark Cerreta	At Large
Daniel Peters	Ward 2	Dan Griffith	At Large
Stephanie Werren	Ward 3	Marcia Kiesling	At Large
Dominic Fonte	Ward 4	•	•

15. Reports:

Director of Law	Director of Finance	Director of Administration
Mavor	City Engineer	

- 16. Final Call for New Business
- 17. Adjourn

Mary Beth Bailey Clerk of Council

North Canton City Council Community and Economic Development Committee

Ordinance No. 61 - 2014

An ordinance authorizing the Mayor of the City of North Canton to enter into an Industrial and Commercial Occupancy Grant Agreement with Sanctuary Media Group.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON,

COUNTY OF STARK, AND STATE OF OHIO: Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized to enter into a four-year an Industrial and Commercial Occupancy Grant Agreement with Sanctuary Media Group to encourage it to enter into a ten-year lease within the former Hoover Office Building located at 219 East Maple Street, North Canton. That if a provision of this ordinance is or becomes illegal, invalid or Section 2. unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance. Section 3. This ordinance shall take effect and be in force from and after the earliest period allowed by law. Passed in Council this _____day of _____ David Held, Mayor Signed: , 2014

ATTEST:

Mary Beth Bailey, Clerk of Council



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET NORTH CANTON, OHIO 44720-2587

LEGISLATION REQUEST

To:	Jeff Peters, President North Canton City Council	
Subject:	Industrial and Commercial Occupancy Grant for the Sanctuary	Media Group.
Requested by:	Eric Dowles, Director of Permits and Development	Date: <u>August 12, 2014</u>
Approved by:	Michael J. Grimes, Director of Administration	Date: August 12, 2014
Request:	Requesting an ordinance authorizing the Mayor to enter into and Industrial and Commercial Industrial Grant for Sanctuary Media	l sign an Agreement for an Group.
EMERGENCY REQU	JESTED: Yes NoX	
If Yes, Reason:	None	

RECEIVED

AUG 1 2 2014

COUNCIL OFFICE NORTH CANTON, OHIO

City of North Canton Department of Permits & Development

Memo

To: Marcia Kiesling, Committee Chair Community and Economic Development Committee/Council at Large,

Mark Cerreta, Vice Chair/Council At Large; Members Jeff Peters, Council President/Ward 2; Doug Foltz, Councilman Ward 1; Stephanie Werren, Councilperson Ward 3; Dan Griffith, Council At Large; Dominic

Fonte, Councilman Ward 4

From: Eric Bowles, Director of Permits and Development

Copy: Mayor David Held, Mike Grimes, Director of Administration

Date: August 12, 2014

Re: Proposed Industrial and Commercial Occupancy Grant for Sanctuary Media Group

Staff of the Department of Permits and Economic Development met with Kelly Brown, CEO/Managing Partner for the Sanctuary Media Group in May 2014. The Sanctuary Media Group is a leading Internet marketing firm providing strategy development, search engine marketing, content creation, website development & online marketing services to help their local and international clients grow their business. Their customers include Acme Fresh Markets, Eaton Corporation, Holland Trucking (YRC / Roadway Express), Prism Health, Jennings Heating & Cooling, Canton Country Day School, American Road Machinery, ForeverLawn, and the Canton Chamber of Commerce. Their current operations have approximately sixteen (16) employees with an average annual salary of \$52,000+ per employee. In 2013 the business doubled and in 2014 they we are on pace to double in size again.

At the time we first met with them they were looking to move from their existing location outside the City of North Canton to a lease space within the former Hoover Office Building located at 219 East Maple Street. Negotiations with the leasing agent were moving slowly and then there was a staff departure in the leasing staff of the Maple Street Commence, LLC (MCS) causing a significant delay. Due to the delay the Company started looking at other sites outside of North Canton. When MSC brought in new staff negotiations with the company were restarted.

Presently, the company is prepared to sign a ten year lease with MSC but is requesting assistance from the City of North Canton to help facilitate the build out of the lease space. The extra cost to amortize the improvements to the lease space makes the cost per square foot more expensive and non-competitive with other sites the company has considered. The build out costs are estimated to be \$67,000.00.

Due to the nature of the business, expected payroll, and length of the lease, the Staff would recommend that City Council approve a Industrial and Commercial Occupancy Grant for a four (4) year term with a rate of fifty percent (50%). Based on current projections the estimated total payroll for the business is expected to be \$832,000.00 or approximately \$12,480.00 in annual employee city income tax receipts. A four year occupancy grant with a fifty percent (50%) would be approximately \$6,240.00 per year or \$24,960.00 for the four year period. Occupancy Grants are performance based so the actual amount of the grant is determined by the total employee income taxes paid. The more successful the business is the bigger the occupancy grant.

Staff will be prepared to discuss the project in more detail at your August 18, 2014 Committee-of-the-Whole Meeting.

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AUG 1 2 2014

COUNCIL OFFICE NORTH CANTON, OHIO

North Canton City Council Ordinance, Rules and Claims Committee

Resolution No. 62 - 2014

A resolution approving and adopting as presented amendments to Chapter 143 Civil Service Commission of the Codified Ordinances of the City of North Canton, Rules and Regulations of Civil Service Commission, and declaring the same to be an emergency.

WHEREAS, on August 1, 2014, the City of North Canton Civil Service Commission met, analyzed, approved, and adopted certain amendments to Chapter 143 Civil Service Commission, Rules and Regulations of the Civil Service Commission; and

WHEREAS, the Commission made amendments of a general and permanent nature to update its Rules and Regulations with certain Charter requirements;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That pursuant to Section 3.07(1) of the Charter of the City of North Canton, Ohio, the current Codification of the City of North Canton Civil Service Rules and Regulations be and the same is hereby approved and adopted.
- Section 2. The City of North Canton's Civil Service Commission has approved amendments to the following sections of its Rules and Regulations to update them with certain Charter requirements:

Rule XIV Demotions, Suspensions, Dismissals, Layoffs, and Appeal Procedure.

Section 14.0 General Limitations

Section 14.1 Disciplinary Action: Demotions, Suspensions and Dismissals

Section 14.2 Notice of Suspension, Demotion, Layoff or Dismissal

Section 14.3 Demotion, Suspension, Layoff or Dismissal

Section 14.4 No Amendment to Order Permitted

Rule XVI Appeals, Hearings: Procedures

Section 16.0 Demotion, Suspension, Layoff or Dismissal Appeal and Hearing Procedure

Section 16.1 Notice of Charges

Section 16.2 No Amendment to Notice Permitted

Section 16.7 Substitution of Parties

Section 16.17 Failure to Appear

Section 16.18 Settlements and Withdrawals

- Section 3. That any and all legislation inconsistent herewith be and is hereby repealed.
- Section 4. This resolution is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City of North Canton, and is further necessary for the timely implementation of the Codified Civil Service Rules and Regulations, and to bring them in line with certain North Canton Charter provisions for regulating administrative policies for employees in the City's police, fire, emergency medical, and dispatch departments; wherefore, this resolution shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

	Passed in Council this	day of	2014
		David Held,	Mayor
	S.	Signed:	, 2014
ATTEST:			

August 7, 2014

To: Council

Re: Legislative Request - Ordinance, Rules, Claim Committee

Council Meeting for Monday, August 25, 2014

Resolution authorizing North Canton City Council to accept the following amendments to Chapter 143 Civil Service Commission of the Codified Ordinances of the City of North Canton. The changes to be made are as follows:

Rule XIV Demotions, Suspensions, Dismissals, Layoffs, and Appeal Procedure.

Section 14.0 General Limitations

Section 14.1 Disciplinary Action: Demotions, Suspensions and Dismissals

Section 14.2 Notice of Suspension, Demotion, Layoff or Dismissal

Section 14.3 Demotion, Suspension, Layoff or Dismissal

Section 14.4 No Amendment to Order Permitted

Rule XVI Appeals, Hearings: Procedures

Section 16.0 Demotion, Suspension, Layoff or Dismissal Appeal and Hearing Procedure

Section 16.1 Notice of Charges

Section 16.2 No Amendment to Notice Permitted

Section 16.7 Substitution of Parties

Section 16.17 Failure to Appear

Section 16.18 Settlements and Withdrawals

Attached is a draft copy of the proposed amendments.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Timothy L. Fox Director of Law

RECEIVED

AUG 0 7 2014

North Canton City Council Street and Alley Committee

Ordinance No. 63 - 2014

An ordinance approving, confirming and accepting a perpetual public water main easement, being part of Out Lot 339, situated in the City of North Canton, County of Stark, and State of Ohio, wherein Euro Development LTD has given and granted unto the City of North Canton said easement for and in consideration of \$1.00 and other good and valuable consideration, and declaring the same to be an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the City of North Canton approves, confirms, and accepts Euro Development LTD's grant of a perpetual public water main easement to lay, re-lay, construct, install, maintain, operate, alter, inspect, repair, remove, replace, and renew at will, a potable water main with the right of ingress and egress at any time to and from such utility and all appurtenances thereto, on, under and through the property known as being part of Out Lot 339 situated in the City of North Canton, for and in consideration of \$1.00 and other good and valuable consideration.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton, and further necessary for the timely approval, confirmation, and acceptance of said easement so that the City may continue to provide potable water to its residents without a delay of service; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this	day of	2014.
	David Held, Ma	yor
	Signed:	, 2014
ATTEST:		
Mary Beth Bailey, Clerk of Council		
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PERPETUAL PUBLIC WATER MAIN EASEMENT Across Parcel No. 10002475

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, Euro Development LTD, GRANTOR, does hereby give and grant unto THE CITY OF NORTH CANTON, an Ohio Municipality, GRANTEE, a perpetual easement to lay, re-iay, construct, install, maintain, operate, alter, inspect, repair, remove, replace, and renew at will a potable water main with the right of ingress and egress at any time to and from such utility and all appurtenances thereto on, under and through the following property:

SEE ATTACHED EXHIBIT "A"

It is agreed by and between Grantor and Grantee as follows:

- 1. That the Grantee shall have the right to remove fences, shrubbery, plants, trees, landscaping, lawns, driveways, walkways, and paving within the easement area during initial construction or future maintenance of the utility and all appurtenances thereto. The Grantee shall be responsible to restore the surface area of the easement, which was disturbed by Grantee, to as closely as possible to its condition at the time of construction or maintenance. The Grantee will pay damages for items which cannot be restored or repaired. If the amount of said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons; one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of such three persons shall be final and conclusive.
- That no building or structure of any kind shall or will be erected within the easement area by Grantor, nor shall anything be placed in the vicinity of the easement which might be injurious to the utility. However, nothing herein shall interfere with the right of Grantor to place driveways, parking areas, or walkways in said easement. Grantor shall not change the ground elevation, within the easement area, without approval of Grantee.
- 3. That the Grantor may extend across, or grant easements to others to extend across said easement area to minimum acceptable clearances as determined by the Grantee.
- 4. That upon removal of said utility and all appurtenances thereto, the premises shall be restored as closely as possible to its then condition at the time of removal.

5.	That this grant shall be binding u	pon the Granto	or and Grantee and	shall inure to the bene	efit of their
	respective heirs, executors, admi	nistrators, succ	essors and assigns	forever.	
6.	This easement is subject to all ma	atters of record			
in wi	TNESS WHEREOF, the undersigned	ed have caused	their name to be su	ibscribed to this Perp	etual Public
Water	Main Easement this 21 st day of	July			
				<i>-</i>	
GRAN	TOR:				
Euro I	Development LTD				
	atton Street NW, Suite 4				
North	Canton, Ohio 44720				
By: Al	ex Bourlas, Member				
Ala	1 Db 1.				
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(Şigned)	vame)				
NOTA	RV•				
<u> </u>	<u> </u>				
STATE	OF OHIO	`			
JIMIL	Of Office)			
COLDI	or or Clark) SS:			
COUN	ry of Stark)			
Refore i	ne, a Notary Public in and for said	County parce	acily ampagned Alex	. Davidas Massias et	° D
	oment LTD, who acknowledged tha	r ne ara sign m	ie foregoing instrui	nent and that it is his	free act and
deed of	nimseii.				
IN THE	TESTIMONY WHEREOF, I have	hereunto subs	crîhad my nama an	d affived my official	anal - 41-1-
215	Day of JINU	noreanto suos	.20	d arrixed my official	sear a this
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/	11 17.0			14f m	
	AN INN		*	Jill Fitch Notary Public, State of C	Seal Dhio
Notary I	'ublic		TO OF ON	My Commission Expires 11-	19-2017
			William International Control of the		

This instrument prepared by:

City of North Canton 145 North Main Street North Canton, OH 44720



CHARLES E HAMMONTREE PE PS BARBARA H. BENNETT, P.E., P.S., CPESC, CPSWQ, LEED-AP JAMES C. BOLLIBON, P.E., P.S. ROBERT J. HAMMONTREE, JIL MICHAEL M. VALE, P.E., CRESC, CRSWO

HAMMONTREE & ASSOCIATES, LIMITED

Engineers Planners Surveyors 5233 Stoneham Road North Canton, Ohio 44720

KARL J. OPRISCH, P.E. MARK E. FRANZEN P.F. PAUL V McQUADE, MSCE, P.E.

Phone (330) 499-8817 Toll Free 1-800-394-8817 Fax (330) 499-0149 www.hammontree-engineers.com Exhibit A July 3, 2014

DESCRIPTION OF A 0.003 ACRE WATER MAIN EASEMENT PARCEL

Situated in the City of North Canton, County of Stark, State of Ohio, being part of Out Lot 339 as conveyed to Euro Development, Ltd. by deed I.I.N. 200202070010087 of the Stark County Records.

Beginning at a point at the northeast corner of said Euro Development, Ltd. parcel, which is the northeast corner of said Out Lot 339 and also being on the centerline of North Main Street (Cleveland Ave, right of way varies); Thence N 88°26'45" W along the north line of said Euro Development, Ltd. parcel the north line of said Out Lot 339 and the south line of Out Lot 326 as conveyed to Euro Development, Ltd. by deed I.I.N. 200411150080942 of the Stark County Records, a distance of 40.00 feet to a point on the west right of way line of said North Main Street (Cleveland Ave.), referenced by a 1/2 inch iron bar found 0.20 feet southeast; Thence S 1°08'20" W along said new west right of way line of North Main Street (Cleveland Ave.) as conveyed to the City of North Canton by deed I.I.N. 201203050009162 of the Stark County Records, a distance of 155.92 feet to a point and the True Place of Beginning;

- 1. Thence S 1°08'20" W continuing along said west right of way line of North Main Street (Cleveland Ave.), a distance of 15.00 feet to a point;
- 2. Thence N 88°51'40" W along the north line of Lot 6806 as conveyed to Fifth Third Bank by deed I.I.N. 201203190011586 of the Stark County Records, a distance of 10.00 feet to a point;
- 3. Thence N 01°08'20" E along a new easement line through said Euro Development, Ltd. parcel, a distance of 15.00 feet to a point;
- 4. Thence S 88°51'40" E along a new easement line through said Euro Development, Ltd. parcel, a distance of 10.00 feet to the True Place of Beginning;

The above described tract contains 0.003 acres, none of which is in the public right of way, as surveyed by Joseph A. Corall, P.S. #6911 of Hammontree and Associates, Limited. Engineers and Surveyors of North Canton, Ohio in March, 2014. The basis of bearings is the Ohio State Plane Coordinate System, North Zone, NAD83 from the Stark County Geodetic Reference System. This parcel is subject to all easements of record or otherwise legally

established.

R:\STARK\CITY\NORT

RTH MAIN\SURVEY\0.003ACEASEMENT.DOC

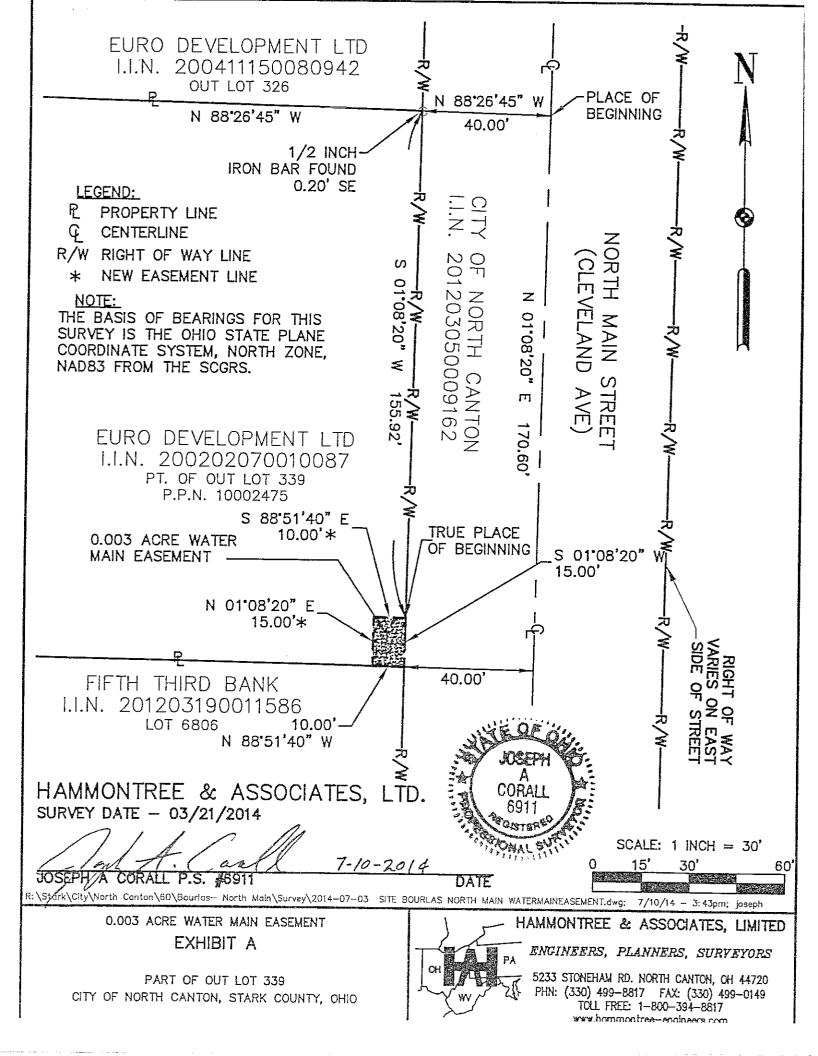
WEIRTON, WV 304-794-4133

ST. CLAIRSVILLE, OH 740-695-7237

AKRON, OH 330-633-7274

7-10-2014

CANTON, OH 330-499-8817



JUL 3 0 2014



City of NORTH CANTON, O'PHOON, OHIO

145 NORTH MAIN STREET NORTH CANTON OHIO 44720-2587

LEGISLATION REQUEST

July 29, 2014	
To:	Daniel Peters, President City Council
Subject:	Euro Development Water Main Easement Across Parcel No. 10002475
Requested By:	Date: 7/27/14 City Engineer Date: 130/14
Approved By:	Director of Administration Date: 730/7
Request: L	egislation to accept a perpetual public water main easement necessary for the aintenance and upkeep of existing waterline. (See attached)
EMERGENCY :	REQUESTED: Yes X No

Y:\legreq EuroDevlp wtrmaineasement 7-2014.doc

RECEIVED

JUL 3 0 2014

' COUNCIL OFFICE NORTH CANTON, OHIO

North Canton City Council Street and Alley Committee

Ordinance No. 64 - 2014

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into an agreement with the Board of Stark County Commissioners for the East Maple/Easton Street Improvement Project, at the City of North Canton's total cost not to exceed \$54,000.00, and declaring the same to be an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- That the Mayor of the City of North Canton, through the Board of Control, is hereby authorized to enter into a project agreement with the Board of Stark County Commissioners for the East Maple/Easton Street Improvement Project for primarily resurfacing Marquardt Avenue NE to Bentler Avenue, wherein Stark County shall apply for a joint Ohio Public Works Commission grant that is anticipated to pay 74% of the overall project cost, which shall be distributed proportionately inside and outside the City, and the City shall be responsible to fund its share of costs only within the City and not covered by the grant. The total estimated project cost is \$733,000.00, and the City's share, after the grant funding, is anticipated not to exceed \$54,000.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton, and further necessary for the timely completion of the East Maple/Easton Street Project to improve the flow and safety of traffic for motorists and pedestrians; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this	day of	2014
	David He	eld, Mayor
	Signed:_	, 2014

ATTEST:

Mary Beth Bailey, Clerk of Council

MAPLE STREET/EASTON STREET PROJECT AGREEMENT BETWEEEN STARK COUNTY BOARD OF COMMISSIONERS AND

CITY OF NORTH CANTON, OHIO ("AGREEMENT")

("AGREEMENI")
This Agreement is made and entered into this day of, 2014,
by and between the Board of Stark County Commissioners, hereinafter referred to as the
COUNTY, duly authorized by Resolution No adopted on the day of
, 2014, and the City of North Canton, hereinafter referred to as the
CITY, duly authorized by Ordinance No adopted on the day of
, 2014.
WHEREAS, there is currently located on Maple Street/Easton Street in Stark
County and the City of North Canton, Ohio, a highway, which the parties believe is in need
of improvement; and
WHEREAS, the COUNTY and CITY wish to improve this highway; and
WHEREAS, inasmuch as the highway currently lies within the CITY and within
the COUNTY, and the COUNTY and the CITY will each have certain responsibilities
toward the improvement Project ("Project"), which will need to be agreed upon between
them; and
WHEREAS, the parties wish to resolve their respective liabilities and obligations
with respect to the design and construction of the Project at said location; and
WHEREAS, it is in the best interests of the COUNTY and the CITY to cooperate
in the improvement of Maple Street/Easton Street; and
WHEREAS, pursuant to RC Sections 307.15, 5557.02, and 5557.03, the COUNTY
and CITY have the authority to enter into said Agreement and the CITY may pay its
portion of the above-described Project to the COUNTY; and
WHEREAS, the County and City mutually recoming the need for a formal

WHEREAS, the County and City mutually recognize the need for a formal Agreement regarding the maintenance of sections of road wherein mutual responsibilities exist; and

WHEREAS, it is agreed that general maintenance responsibility should be defined for the full width of road right-of-way for each section of roadway maintained; and

WHEREAS, it is agreed that a policy and system for the issuance of highway related permits is in the best interest of public health and welfare; and

WHEREAS, the COUNTY and the CITY mutually agree this Agreement regarding the maintenance of portions of said road by the other constitutes adequate consideration for entering into this agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

- 1. The COUNTY shall prepare plans and specifications for the Project.
- 2. The COUNTY will supervise and pay for the construction of the Project. The cost for construction supervision shall be included in the Ohio Public Works Commissions ("OPWC") application for the Project as a local contribution. The COUNTY shall provide an inspector for the portion of the Project outside the CITY. The CITY will document all expenses for the CITY inspection of the Project inside the CITY and submit these costs to the COUNTY for inclusion in the OPWC payment application.
- 3. The COUNTY will apply for OPWC funds to pay for a portion of the construction of the Project with the CITY as a joint sponsor. The remaining funding necessary for construction beyond that received from the OPWC funds shall be borne by the COUNTY and CITY with the COUNTY to pay for the portion of Easton Street resurfacing that is currently outside the corporation limits of the CITY, and the CITY to pay for the portion of the resurfacing and reconstruction of Maple Street that is currently inside the corporation limits of the CITY. The CITY will reimburse the COUNTY by payment into the county treasury for the CITY'S share of the construction costs within thirty (30) days of receipt of an invoice from the COUNTY.
- 4. Upon completion of the Project, maintenance responsibilities for Maple Street and Easton Street shall be borne by the CITY within the corporation limits of the CITY, and by the COUNTY outside the corporation limits of the CITY.
- 5. This Agreement contains the entire Agreement by and between the parties and the terms contained herein are contractual and are not a mere recital.

IN WITNESS WHEREOF, we haday of	ve hereunto set our hands to this instrument this, 2014.
STARK COUNTY COMMISSIONE	RS
Janet Creighton, Commissioner	
Richard S. Regula, Commissioner	
Tom Bernabei, Commissioner	
Approved as to form and legal sufficiency:	
Assistant Prosecuting Attorney Stark County, Ohio	
CITY OF NORTH CANTON, OHIO	
BY:	
Approved as to form and legal sufficiency:	

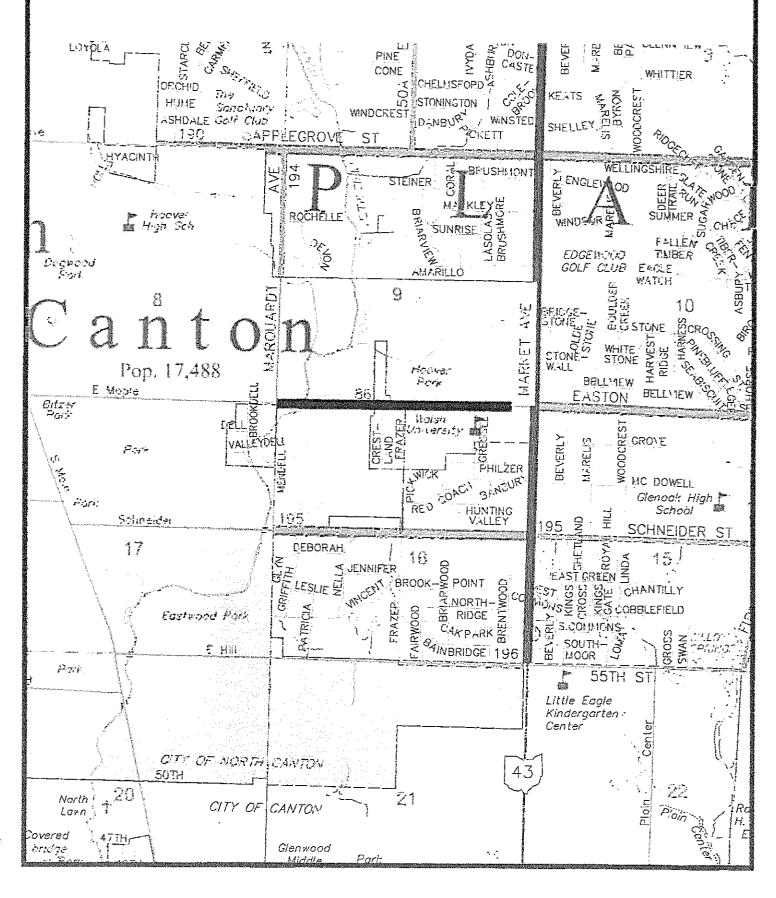
J: cjdavis\2014\All Agreements' Agreement Maple Street Easton Street June 2014.docx

Timothy L. Fox, Law Director City of North Canton, Ohio

EAST MAPLE STREET

FROM MARQUARDT AVE. TO SR 43 / MARKET AVE.





Orch ODOT PLANS Varies 17'-9" ± MILL AND PAVE & EAST MAPLE ST FROM MARQUARDT AVE. TO 500' WEST OF SR 43 / MARKET AVE. (4,900 L.F.) EAST MAPLE STREET NORMAL SECTION PLAIN TWP. (E) Varies 17'-9" ± MILL AND PAVE \odot

EAST MAPLE STREET

(A) EXISTING ASPHALT COURSES

(B) EXISTING AGGREGATE BASE

(C) EXISTING TYPE 2 CURB AND GUTTER

(1) ITEM 254 - PAVEMENT PLANING, BITUMINOUS (2")

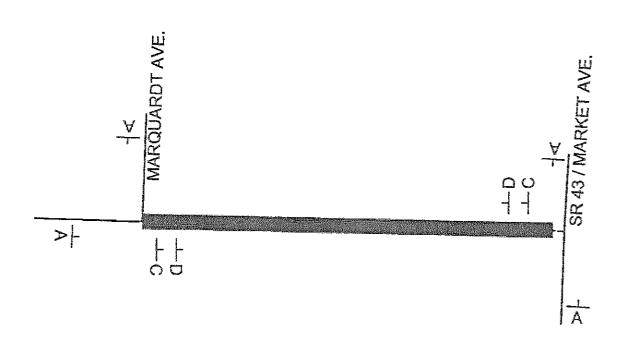
(2) ITEM 253 - PAVEMENT REPAIR - AS DIRECTED BY THE ENGINEER (3) ITEM 407 - TACK COAT @ 0.075 GAL./S.Y.

(4) ITEM 407 - TACK COAT INTERMEDIATE COURSE @ 0.04 GAL./S.Y.

(5) ITEM 448 - 3/4" FINE GRADED POLYMER ASPHALT CONCRETE

(6) ITEM 448 - 1 1/4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, PG 64-22





4 Ea. - (A) Road Work Ahead, W20-1-36

2 Ea. - (C) Grooved Pavement, W8-15-36

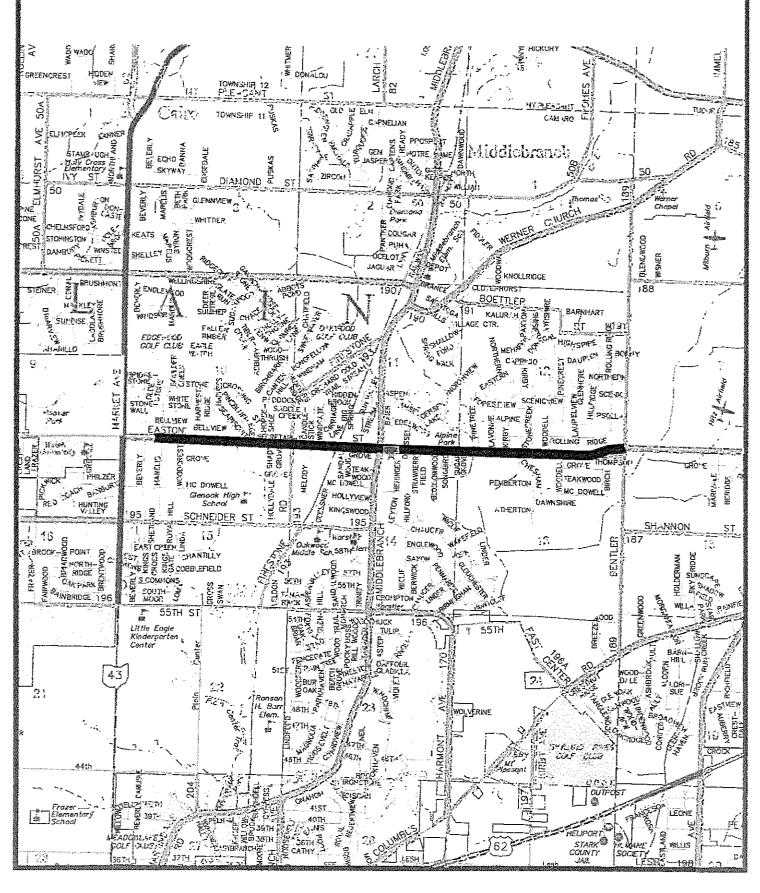
2 Ea. - (D) Do Not Pass, R4-1-24

EAST MAPLE STREET

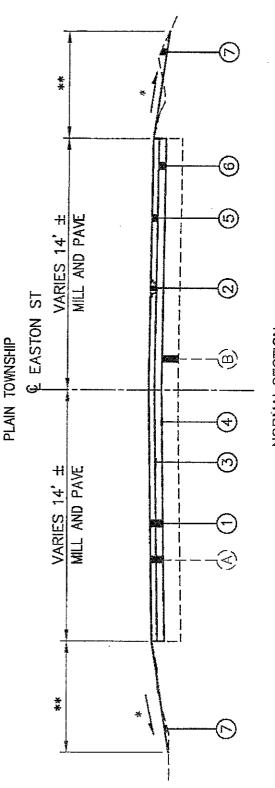
EASTON STREET

FROM 970' EAST OF SR 43 / MARKET AVE. TO BENTLER AVE.





EASTON STREET



NORMAL SECTION EASTON STREET FROM 970' EAST OF SR 43 / MARKET AVE. TO 720' WEST OF MIDDLEBRANCH AVE. AND FROM 1,193' EAST OF MIDDLEBRANCH AVE. TO BENTLER AVE.

(13, 187)

* 1" PER FT. MINIMUM SLOPE

** SHOULDER WIDTH VARIABLE 1'-0" TO 2'-0" MAX.

(A) EXISTING ASPHALT SURFACE COURSE, ITEM 404

(B) EXISTING AGGREGATE BASE, ITEM 304

(1) ITEM 254 - PAVEMENT PLANING, BITUMINOUS (2")

(2) ITEM 253 - PAVEMENT REPAIR - AS DIRECTED BY THE ENGINEER

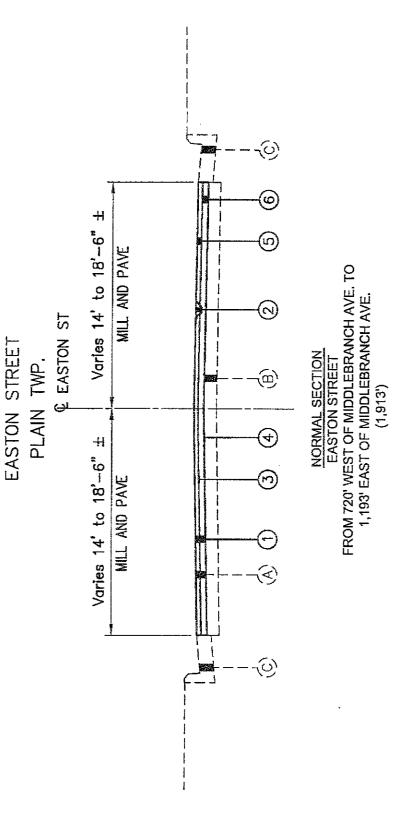
3) ITEM 407 - TACK COAT @ 0.075 GAL/S.Y.

(4) ITEM 407 - TACK COAT INTERMEDIATE COURSE @ 0.04 GAL/S.Y.

(5) ITEM 448 - 3/4" FINE GRADED POLYMER ASPHALT CONCRETE

(B) ITEM 448 - 1 1/4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, PG 64-22

(7) ITEM 209 - LINEAR GRADING



(A) EXISTING ASPHALT COURSES

(B) EXISTING AGGREGATE BASE

(C) EXISTING TYPE 2 CURB AND GUTTER

(1) ITEM 254 - PAVEMENT PLANING, BITUMINOUS (2")

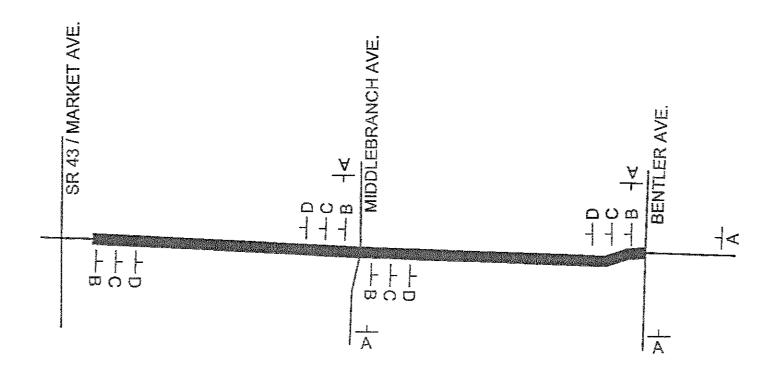
3) ITEM 407 - TACK COAT @ 0.075 GAL./S.Y.

(2) ITEM 253 - PAVEMENT REPAIR - AS DIRECTED BY THE ENGINEER

(4) ITEM 407 - TACK COAT INTERMEDIATE COURSE © 0.04 GAL./S.Y. (5) ITEM 448 - 3/4" FINE GRADED POLYMER ASPHALT CONCRETE

(6) ITEM 448 - 1 1/4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, PG 64-22





5 Ea. - (A) Road Work Ahead, W20-1-36

4 Ea. - (B) No Edge Lines, W8-H12a-36

4 Ea. - (C) Grooved Pavement, W8-15-36

4 Ea. - (D) Do Not Pass, R4-1-24

EASTON STREET

				East Maple 51 (from Marque 10 500' West of Secol West 670 (0 93 PR 43 / Market 670 (0 93 PR 43 / Market 670	Esston St. (from 970' East of SR 43 / Market Ave. to Bentler Ave.)(2 86 Miles)					East Maple St. (from hards Ave to 500' West of SR 43 / Market Ave.)(0 93 Miles)	Easton St (from 370' East of	F 43 V Market Ave to Pentier (aslim 38 S)(avA
			Feet	4,900	15,100					¥		
			Miles	0.93	2,86	3.79						-
		OFWC Quantity Estimation	Width	35.5	28		1					
			S.F.	176,200 19,578	451,600 50,178						· ·	
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4	254		S.Y.	470	1,887	2,357	6	 -	2,946 25	1	€9	2.358.75
0	254		S.Y.	150	450	900		 	600 00		69	450.00
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3 8	647	Railroad Symbol Marking, Type A, As Per Pian	FACH	0	2	٠.	₱ 1,200.00	H	2,400 00	9	1	2,400.00
62	647	Crosswalk Lins, Type A125, A sPer Plan	FI	603	0	503	\$ 12.00	\$	6,036 00	\$ 6,036.00		
de construction of	d-service interest	A Proportion of the Control of the C	T			-		4				
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JUL 17 2014



City of NORTH CANTON, Obrid anton, ohio

NORTH CANTON OHIO 44720-2587

LEGISLATION REQUEST

July 17, 2014

То:	Daniel J. Peters, President City Council	
Subject:	Maple Street/Easton Street Agreement	
Requested By: Approved By:	City Engineer Director of Administration	Date: 7/16/14 Date: 7/17/14
agreement with primarily a resuanticipated 74%	authorizing the Mayor, through the Board of Co Stark County for the improvement of East Maple/ urfacing project; the County will apply for a joint (and be distributed proportionately inside and outside	Easton Street. The project is DPWC Grant that will pay an le of the City.
The limits of th Avenue.	e project are on East Maple Street/Easton from Mar	quardt Avenue NE to Bentler
the grant. The	e responsible to fund the share of the cost only within total project cost is estimated to be \$733,000 and the approximately \$54,000.	n the City and not covered by ne City's share after the grant
EMERGENCY	REQUESTED: Yes X No	
P:\PROJECTS\E. Maple - E	aston County OPWC\legislation request 7-2014 StarkCntyComm.rtf	RECEIVED

)

JUL 17 2014

COUNCIL OFFICE NORTH CANTON, OHIO MBB

North Canton City Council Street and Alley Committee

Ordinance No. 65 - 2014

An ordinance amending Ordinance No. 25 - 2012, Main Street Traffic Signal Coordination Project (Everhard to Orion), increasing the appropriation from not to exceed \$807,250.00 to not to exceed \$848,862.38, and declaring the same to be an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That Ordinance No. 25 2012, Main Street Traffic Signal Coordination Project (Everhard to Orion), be, and the same is hereby amended to increase its appropriation from not to exceed \$807,250.00 to not to exceed \$848,862.38.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely completion of the Main Street Traffic Signal Coordination Project (Everhard to Orion) to improve the traffic flow and increase pedestrian safety; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this	day of	of2014. David Held, Mayor	
		Signed:	, 2014
ATTEST:	·		
Mary Beth Bailey, Clerk of Council			

RECEIVED

JUL 29 2014



City of NORTH CANTON, OF TRATION OF THE CANTON, OHIO

NORTH CANTON OHIO 44720-2587

July 29, 2014	LEGISLATION REQUEST				
To:	Daniel Peters, President City Council				
Subject:	MAIN STREET TRAFFIC SIGNAL COORDINATION PROJECT				
Requested By: Approved By:	Date: 7/29/14 City Engineer Date: 7/29/14 Date: 15/14				
An ordinance to amend Ord. No. 25-12 from \$807,250.00 to \$848,862.38; and approving Change Orders 1 through 5 totaling \$122,977.38, and authorizing the Mayor, through the Board of Control to accept allocation increase for the Main St. Traffic Signal Coordination Project. Additional Funds to be allocated to account 330.548.5229.					
EMERGENCY	REQUESTED: Yes X No RECEIVED JUL 2 9 2014 COUNCIL OFFICE NORTH CANTON, OHIO				

P:\PROJECTS\Main Street Corridor Traffic Signal Improvements\Docs\legislation req incralloc MainStTrafficSignalCoord 7-2014.rtf

North Canton City Council Finance and Property Committee

Ordinance No. 66 – 2014

An ordinance authorizing the issuance and sale of an amount not to exceed \$7,500,000 in principal amount of City of North Canton, Ohio Healthcare Facilities Revenue Bonds, Series 2014 (St. Luke Lutheran Community Project), for the purpose of financing costs of hospital facilities; authorizing the signing and delivery of a Base Lease, Lease, and a Trust Agreement to provide for the issuance of, and securing the payment of bond service charges payable on, the bonds; authorizing the signing and delivery of a Bond Purchase Agreement in connection with the sale of the bonds and of certain other documents and instruments in connection with, and the taking of actions necessary or desirable to effect the issuance of, the bonds; and authorizing and approving related matters, and declaring an emergency.

WHEREAS, the City, a municipal corporation and political subdivision established under the laws of the State of Ohio (the "City"), by virtue of the laws of the State of Ohio, including Chapter 140 of the Ohio Revised Code (the "Act") and its Charter, is authorized and empowered (a) to issue its bonds for the purpose of assisting in financing costs for the acquiring, constructing, improving, and equipping of "hospital facilities" as defined in the Act, (b) to enter into a lease agreement to evidence such indebtedness and to provide for "revenues", as defined in said Section 140.01, sufficient to pay the principal of, premium, if any, and interest on its Bonds, (c) to secure the Bonds by a pledge and assignment of revenues, (d) to secure those revenue bonds by a Trust Agreement and pledge of those revenues, and (e) to enact this Bond Legislation and to enter into the Base Lease, the Lease Agreement, the Tax Agreement, the Bond Purchase Agreement, and the other documents and instruments hereby approved, all as defined below; and

WHEREAS, St. Luke Lutheran Home for the Aging (the "Company"), an Ohio nonprofit corporation, has requested that the City issue its revenue bonds (the "Bonds") pursuant to the Act to assist the Company in providing funds to (a) finance the costs of the acquisition, construction, improvement and equipping of a 43-unit, approximately 41,760 square foot, two-story addition to the existing nursing home owned and operated by the Company at 200 Applegrove St. N.E., North Canton, Ohio 44720, and (b) pay the issuance costs of the Bonds.

NOW, THEREFORE, BE IT BE IT ORDAINED BY THE CITY OF NORTH CANTON, COUNTY OF STARK, STATE OF OHIO, that:

- Section 1. <u>Definitions</u>. In addition to the words and terms elsewhere defined in this Bond Legislation, or in the Lease or Trust Agreement, the following words and terms as used in this Bond Legislation shall have the following meanings unless the context or use clearly indicates another or different meaning or intent:
 - "Act" means Chapter 140 of the Revised Code.
 - "Assignment" means the Assignment of Rights Under Lease, dated as of even date with the Trust Agreement, from the City, as assignor, to the Trustee, as assignee, as amended or supplemented from time to time.
 - "Base Lease" means the Base Lease, dated as of even date with the Trust Agreement, between the Company, as lessor, and the City, as lessee, as amended or supplemented from time to time.
 - "Bond Documents" means the Base Lease, the Lease, the Trust Agreement, the Assignment, the Bond Purchase Agreement and the Tax Agreement.
 - "Bond Fund" means each Bond Fund created under the Trust Agreement and held by the Trustee.

"Bond Legislation" means this ordinance adopted by the City providing for the issuance of the Bonds and the approval of the Bond Documents and related matters, as that ordinance may from time to time be amended or supplemented.

"Bond Purchase Agreement" means the Bond Purchase Agreement, providing for the sale of the Bonds between and among the Original Purchaser, the Company, and the City.

"Bond Service Charges" means, for any period or payable at any time, the principal of (whether on an Interest Payment Date, at stated maturity, by mandatory sinking fund redemption, if any, by acceleration or otherwise) and premium, if any, and interest on the Bonds for that period or due and payable at that time as the case may be.

"Bonds" means the \$7,500,000 Healthcare Facilities Revenue Bonds, Series 2014 (St. Luke Lutheran Community Project), issued by the City pursuant to this Bond Legislation and the Trust Agreement.

"City" means the City of North Canton, Ohio, a municipal corporation and political subdivision of the State of Ohio.

"Clerk" means the City's Clerk of Council.

"Closing Date" means the date of delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that section.

"Company" means St. Luke Lutheran Home for the Aging, an Ohio nonprofit corporation and a nonprofit hospital agency, as defined in the Act, and its lawful successors and assigns, including without limitation any surviving, resulting, or transferee corporation or entity, as permitted under the Lease.

"Director of Finance" means the Director of Finance of the City.

"Guaranty" means the Guaranty Agreement, dated as of even date with the Trust Agreement, between the Company, The Waterford at St. Luke, St. Luke Lutheran Community-Portage Lakes, St. Luke Foundation, St. Luke Lutheran Community, and the Trustee, as amended or supplemented from time to time.

"Holder" means the Person in whose name a Bond is registered on the Register.

"Holder" means as to any Bond, the person in whose name such Bond is registered on the Register.

"Interest Payment Date(s)" means the Interest Payment Dates for the Bonds as defined in the Trust Agreement.

"Lease" means the Lease Agreement, dated of even date with the Trust Agreement, between the City, as lessor, and the Company, as a Co-Borrower and the lessee, and St. Luke Lutheran Community-Portage Lakes, The Waterford at St. Luke, and St. Luke Foundation, each an Ohio

nonprofit corporation and a "nonprofit hospital agency" as defined in the Act, as Co-Borrowers, as amended or supplemented.

"Mayor" means the Mayor of the City.

"Original Purchaser" means PNC Bank National Association, as the initial purchaser of the Bonds.

"Project" means the Project Facilities and the Project Site, including, as applicable, the interests of the City in and to the Project, and constituting a "project" as defined by the Act.

"Project Facilities" means the hospital facilities generally identified in Exhibit A of the Lease, including any additions, improvements, modifications, substitutions, and renewals thereof, and further includes other facilities and uses as are permitted by the Act and the Lease.

"Project Fund" means the Project Fund created in the Trust Agreement.

"Project Site" means the real estate described in <u>Exhibit B</u> of the Lease, together with any additions thereto and less any removals therefrom, in the manner and to the extent provided in the Lease and the Trust Agreement.

"Rental Payments" means the amounts required to be paid by the Company to the Trustee pursuant to the Lease and the Assignment.

"Revenues" means: (a) Rental Payments, (b) amounts held in, or for the credit of, the Special Funds, (c) all amounts payable to the Trustee with respect to Bond Service Charges on the Bonds (d) all other rentals, revenue, income, charges and money received or to be received by the City, or the Trustee for the account of the City, from the lease, sale or other disposition of the Project and (e) all income and profit from the investment of the Rental Payments and the Special Funds and such other money. The term "Revenues" does not include any money or investments in the Rebate Fund, the Bond Purchase Fund, or the Issuance Expenses Fund.

"Tax Agreement" means the Tax Regulatory Agreement, relating to the Bonds, by and between the City, the Company, and the Trustee, as amended or supplemented from time to time.

"Trust Agreement" means the Trust Agreement securing the Bonds, between the City and the Trustee, as amended or supplemented from time to time.

"Trustee" means the Trustee under the Trust Agreement, originally The Huntington National Bank, a national banking association duly organized and validly existing under the laws of the United States of America, and any successor Trustee, as determined or designated under the Trust Agreement.

Any reference herein to the City, to this Council, or to any officers thereof, shall include those which succeed to their functions, duties, or responsibilities pursuant to or by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Ohio Constitution or to a section, provision, or chapter of the Ohio Revised Code or the Charter of the City shall include such section or provision or chapter as from time to time may be amended, modified, revised, supplemented, or superseded; provided, that no such change in the Constitution or laws shall be deemed applicable by reason of this provision if such change would in any way constitute an impairment of the rights or obligations of the City, the Company, the Trustee, or a Holder under this Bond Legislation, under the Trust Agreement, or with respect to the Bonds.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof", "herein", "hereby", "hereto", "hereunder", and similar terms, mean this Bond Legislation as a whole and not any particular section or subsection. Words of the masculine and neuter genders shall be deemed and construed to include correlative words of the masculine, feminine, and neuter genders.

- Section 2. Findings and Determinations. Based upon the representations of the Company, this Council makes the following determinations: (a) the Project constitutes "hospital facilities" as defined in the Act; (b) the current use and proposed use of the Project is in furtherance of the purposes of the Act and will benefit the people of the City and of the State of Ohio by enhancing the availability, efficiency, and economy of "hospital facilities" and the service rendered thereby and by facilitating hospital facilities to be available to or for the service of the general public without discrimination by reason of race, creed, color, or national origin; and (c) the provision of assistance in financing costs of the Project will require the issuance, sale, and delivery of the Bonds in a principal amount not to exceed \$7,500,000.
- Section 3. Authorization of the Bonds. The City determines it to be necessary, and the City shall issue, sell, and deliver the Bonds for the purpose of assisting the Company in providing funds to pay the "costs of hospital facilities" as provided and authorized herein and in the Act and in the Trust Agreement. The Project shall be leased to the Company pursuant to the Lease.
- Section 4. Bond Documents. The Bonds shall be issued under the terms of the Trust Agreement between the City and the Trustee, as trustee, provided that another bank or trust company may be selected to serve as trustee if the Company determines that it is in the best interest of the Company and not prejudicial to the City or the Holders, and the Mayor approves that bank or trust company as Trustee as evidenced by the signing of the Trust Agreement. The Project will be leased by the Company, as lessor, to the City, as lessee, pursuant to the Base Lease and in consideration for the City's issuance of the Bonds. The Project will be leased back to the Company, as lessee, by the City, as lessor, pursuant to the Lease and in consideration of the Company's agreements, among others, to maintain the Project as required by the Lease and to pay Bond Service Charges in amounts sufficient to pay the principal of, and any premium and the interest on, the Bonds. The City will assign its rights under the Base Lease and the Lease to the Trustee for the security of the Bonds pursuant to the Assignment. Payment of the Bond Service Charges will be guaranteed under the Guaranty. If the Bonds are issued in more than one series, the above documents may be prepared for each such series, and references herein to those documents include the documents for each series of Bonds.

Section 5. <u>Terms of Bonds</u>.

(a) The Bonds shall be issued in an aggregate principal Generally. amount not to exceed \$7,500,000 or in such lesser amount as shall be specified in the Bond Purchase Agreement between the Original Purchaser, the City, and the Company. The Bonds shall be issued only in fully registered form, shall be numbered in such manner as determined by the Trustee in order to distinguish each Bond from any other Bond, shall be in the authorized denominations and shall be dated and designated, all as provided in the Trust Agreement. The Bonds, the certificate of authentication, and the form of assignment shall be substantially in the respective forms thereof set forth in Exhibit A to the Trust Agreement. The Bonds shall be negotiable instruments in accordance with the Act and shall express on their faces the purpose for which they are issued and such other statements or legends as may be required by law. The Bonds may be issued under a book entry system as and to the extent provided in the Trust Agreement. The Mayor or the Director of Finance of the City is authorized and directed to sign the necessary documents relating to that book entry system. The Bonds shall be signed by the Mayor and the Director of Finance in their official capacities (provided that either or both of those signatures may be facsimiles).

- (b) Interest Rates and Maturities. The Bonds shall mature in the years and principal amounts, shall bear interest in the years they are outstanding at the rates per year, and shall be payable as to principal and interest on the dates, all as provided in the Trust Agreement; provided that the maturity of the Bonds shall not exceed 40 years, the weighted average interest rate for the Bonds shall not exceed 25% (except as required under any bank, credit, liquidity or similar agreement).
- (c) Redemption Terms. The Bonds of one or more maturities may be term bonds subject to mandatory redemption prior to maturity pursuant to the mandatory sinking fund requirements of the Trust Agreement, on the dates and in the years and principal amounts as provided in the Trust Agreement. The Bonds are subject to optional redemption prior to maturity, on the dates, in the years, and at the redemption prices (expressed as a percentage of the principal amount redeemed), plus accrued interest to the redemption date, all as set forth in the Trust Agreement. The Bonds shall be subject to extraordinary optional redemption and optional and mandatory tender for purchase prior to maturity as provided in the Trust Agreement.
- Section 6. Sale of Bonds. At the time of the signing of the Bond Purchase Agreement setting forth the final terms of the Bonds, the Mayor or the Director of Finance each is authorized and directed to award and sell the Bonds to the Original Purchaser at the purchase price established in and in accordance with the terms and provisions of the Bond Purchase Agreement. The purchase price so established shall be not less than 97% of an amount equal to the aggregate principal amount of the Bonds, less any original issue discount, plus (ii) any accrued interest on the aggregate principal amount of the Bonds from the date of the Bonds to the date of payment for the Bonds by the Original Purchaser. The original issue discount, if any, shall not exceed 10% with respect to any maturity of the Bonds, except for Bonds issued as capital appreciation bonds as set forth in the Bond Purchase Agreement and in accordance with the provisions of the Trust Agreement. Mayor or the Director of Finance is authorized and directed to sign, acknowledge, and deliver, in the name of and on behalf of the City, the Bond Purchase Agreement in substantially the form presented to the City, which instrument is hereby approved, with such changes, to be approved by the Mayor or the Director of Finance signing the same on behalf of the City, as are required by the terms of the Bonds, not inconsistent with this ordinance and not substantially adverse to the City as may be permitted by the Act. The approval of such changes by the Mayor or Director of Finance, and that such are not substantially adverse to the City, shall be conclusively evidenced by the signing of the Bond Purchase Agreement.

The Mayor or Director of Finance each is authorized and directed to make the necessary arrangements on behalf of the City to establish the date, location, procedure, and conditions for the delivery of the Bonds to the Original Purchaser, and to take all steps necessary to effect due signing, authentication, and delivery to the Original Purchaser of the Bonds under the terms of this ordinance, the Bond Purchase Agreement, and the Trust Agreement. It is determined that the purchase price to be paid by the Original Purchaser and the terms of the Bonds, and the sale thereof, all as provided for in this ordinance, are in the best interest of the State and the City and in compliance with all legal requirements and will carry out the public purposes specified in the Act.

Section 7. Security for Bonds. To the extent provided in and except as otherwise permitted by the Trust Agreement, (i) the Bonds shall be special obligations of the City and the Bond Service Charges thereon shall be payable equally and ratably solely from the Revenues, as defined and provided in the Trust Agreement and being generally the Rental Payments to be made by the Company to the Trustee pursuant to the Base Lease and the Lease and the Assignment, and the money and investments in the Special Funds established under the Trust Agreement and held by the Trustee, and (ii) the payment of Bond Service Charges shall be secured by an assignment of and grant of a security interest in the Revenues and the assignment of the Lease (save for the Unassigned Rights thereunder) pursuant to the Trust Agreement and the Assignment. The Bonds may be further secured by a policy of municipal bond insurance or a letter of credit (or other credit, liquidity or similar agreement) if so provided in the Bond

Purchase Agreement and the Trust Agreement. The Mayor or the Director of Finance are authorized to enter into such insurance or credit agreements if so requested by the Company.

Notwithstanding anything to the contrary in this ordinance, the Bonds, or the Trust Agreement, the Bonds do not and shall not represent or constitute a debt or pledge of the faith and credit of the City, the State, or of any political subdivision thereof, and the Holders have no right to have taxes levied by the General Assembly of the State, the City or the taxing authority of any political subdivision of the State for the payment of the Bond Service Charges. Nothing herein shall be deemed, however, to prohibit, or require, the City, of its own volition, from using to the extent lawfully authorized to do so any other resources for the fulfillment of any of the terms, conditions, or obligations of the Trust Agreement, this Bond Legislation, or any of the Bonds.

- Section 8. Funds and Allocation of Bond Proceeds to Funds. The Trust Agreement creates the Bond Fund and the Improvement Fund as Special Funds to be held by the Trustee and included in the Revenues given as security for the Bonds. The Trust Agreement further creates the Issuance Expenses Fund and the Rebate Fund as funds to be held by the Trustee but not to be included in the Revenues given as security for the Bonds. The amount paid under the Bond Purchase Agreement as the purchase price for the Bonds shall be received and receipted on behalf of the City by the Trustee and transferred to the Trustee whereupon it shall be allocated, deposited, and credited by the Trustee in accordance with the Trust Agreement.
- Section 9. <u>Covenants and Agreements of City</u>. In addition to the other covenants and agreements of the City in this ordinance and the Trust Agreement, the City covenants and agrees as set forth in this section.
 - (a) Arbitrage Provisions and City Information Return. The City covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code. Any of the Chairman, Vice Chairman, the Secretary, or Assistant Secretary, alone or in conjunction with any other officer, employee, or agent of or consultant to the Company, shall give an appropriate certificate of the City that sets forth the reasonable expectations of the City regarding the amount and use of the proceeds of the Bonds, the facts, estimates, and circumstances on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds, including the Tax Agreement.

The City covenants that it: (i) will take, or require to be taken, all actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (ii) will not take or authorize to be taken any actions that would adversely affect that exclusion under the provisions of the Code. The Mayor or Director of Finance are hereby authorized and directed to take any and all actions and make or give such reports and certifications as may be appropriate to assure such exclusions of that interest.

- (b) <u>Transcript of Proceedings</u>. The City shall furnish to the Original Purchaser a true transcript of proceedings for the Bonds along with such information for the records as is necessary to determine the regularity and validity of the issuance of the Bonds.
- Section 10. <u>Direct Placement</u>. As the Bonds are being placed directly with the Original Purchaser, an Offering Circular relating to the original issuance of the Bonds will not be prepared by the Company.
- Section 11. Bond Documents of the City. To provide for the issuance and sale of the Bonds and the consummation of the transactions to be consummated thereby, the Mayor or the Director of Finance each is authorized and directed to sign, acknowledge, and deliver, in the name and on behalf of the City, the Bond Documents, all in substantially the forms herewith presented to the City. Those instruments are approved with changes therein not inconsistent with this Bond Legislation and not substantially adverse to the City that are permitted by the Act and shall be approved by the Mayor or the Director of Finance signing the same on behalf of the

City; provided that the approval of those changes by the Mayor or the Director of Finance, and their character as not being substantially adverse to the City, shall be conclusively evidenced by the signing of those instruments. The final form of those documents shall be included in the transcript of proceedings and filed with the City.

- Section 12. Other Documents and Actions. The Mayor, the Director of Finance, or the Clerk, as appropriate, each is further authorized and directed to sign, and the City shall enter into, any certifications, financing statements, assignments, other documents, and instruments, and to take such actions as are, in the opinion of Bond Counsel, necessary or appropriate to perfect the assignments set forth in the Trust Agreement and to consummate the transactions contemplated by this Bond Legislation, the Trust Agreement, and the Lease, including the marketing and sale of the Bonds. The Mayor or the Director of Finance, as appropriate, each is further authorized to take any actions on behalf of the City that are required or permitted to be taken by the City under or pursuant to the Bond Documents during the period those Bond Documents are in effect. Bond Counsel is hereby authorized to date or redate all certificates and other documents, including but not limited to those set forth in Section 11 and this Section 12, to be included in the transcript of proceedings.
- Section 13. The City to Use Best Efforts to Issue Bonds. This Council agrees and covenants that the City will use its best efforts to effect the issuance of the Bonds, subject to compliance with the applicable requirements of the Internal Revenue Code of 1986, as amended, and the Act.
- Section 14. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council or committees concerning and relating to the enactment of this Bond Legislation were taken in open meetings of this Council or committees and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with the law, including Section 121.22 of the Ohio Revised Code.
- Section 15. Emergency and Effective Date. This Bond Legislation is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the City and for the further reason that this Bond Legislation must be immediately effective in order that the Company will be able to take advantage of favorable financing rates that will benefit the Project and the Company's charitable healthcare activities within the City, and in order that the additional job opportunities and improved healthcare facilities relating to the Project will be available to the residents of the City at the earliest possible time; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

	Passed in Council this	day of	2014.
			David Held, Mayor
			Signed:, 2014
ATTEST:			
Mary Beth Ba	iley, Clerk of Council		

RECEIVED



AUG 06 2014

COUNCIL OFFICE NORTH CANTON, OHIO

CITY OF NORTH CANTON

145 North Main St. North Canton, OH 44720 (330) 499-5557 Fax: (330) 966-3630

DEPARTMENT OF PERMITS AND DEVELOPMENT

LEGISLATION REQUEST

To:

Jeff Peters, President

North Canton City Council

Subject:

A request by St Luke Lutheran Home for the Aging Inc. to the City of North Canton for approval of an issuance of \$7,500,000.00 in Healthcare Facilities Revenue Bonds for the purpose of providing funds to finance the acquisition, construction, improvement and equipping of a 43-unit, approximately 41,760 square foot, two-

story addition to the existing nursing home.

Requested by:

Tic Bowles, Director of Permits and Economic Development

Date: <u>August 4, 2014</u>

Approved by:

Michael Grimes, Director of Administration

Date: August 4, 2014

Background:

St. Luke Lutheran Home for the Aging ("St. Luke") Inc. is a nonprofit, 501(c)(3) corporation that owns and operates the existing 202 skilled nursing bed and 33 assisted living unit facility located at 200 Applegrove St. N.E. in North Canton. This facility was established in 1954. St. Luke and its affiliates employ 319 people in North Canton with a payroll of approximately \$7,781,260 per year. An affiliate owns and operates the adjacent senior independent living complex in North Canton (The Waterford). Other affiliate locations include St. Luke Lutheran Community-Portage Lakes, a 56 bed skilled nursing and 15 unit assisted living facility located in southern Summit County and St. Luke Lutheran Community-Minerva, a 30 unit assisted living facility.

Project:

St. Luke Lutheran Home for the Aging Inc. requests that the City of North Canton issue \$7,500,000.00 in Healthcare Facilities Revenue Bonds similar to those issued in 2012 (Ordinance 71-12) to refinance existing debt of St. Luke and its affiliates. The Bonds are exempt from federal income tax, which permits St. Luke to borrow at a lower interest rate. The Bonds are special obligations of the City, payable solely from payments made by St. Luke. No City funds or taxes are pledged to paying these Bonds, and these Bonds do not count against the City's bond and debt limits under Ohio law.



Page Two
St. Luke Lutheran Home for the Aging, Inc.
Healthcare Facilities Revenue Bonds
August 4, 2014

The maximum amount of the Bonds will be \$7,500,000. The Bonds will be purchased by PNC Bank, National Association, the same bank that purchased the 2012 Bonds, under the terms of a commitment issued by PNC to St. Luke. The proposed issuance date of the Bonds is August 2014.

In addition to the 2012 \$18,500,000 Healthcare Facilities Revenue Refunding Bond issuance (Ordinance 71-12) there have been two previous St. Luke Lutheran Home for the Aging, Inc. bond issuances that include the following:

- 1992 North Canton City Council authorized a bond issuance for St. Luke Lutheran Home for the Aging, Inc. (Ordinance Number 114-92) to proceed with the issuance of \$8,460,000 of Healthcare Facilities Revenue Bonds to assist with the preparation of plans to assist The Waterford at St. Luke, an Ohio nonprofit corporation, to construct and equip certain facilities comprising an approximately 65-unit independent living facility for the elderly.
- 1997 North Canton City Council authorized the advance refunding of the 1992 bonds (Ordinance Number 89-98) so that The Waterford at St. Luke could refinance the bond issuance at a lower interest rate. The advance refunding of the Health Care Facilities Revenue Refunding Bonds was approved by Council and the Bonds, Series 1997A and Series 1997B were issued at that time.

Counsel:

The Bond Counsel for the transaction will be Stephen M. Hammersmith of Buckingham, Doolittle & Burroughs, LLC, the same firm that served as bond counsel for the 2012 Bonds. Mr. Hammersmith has contacted the City's Bond Counsel, Ryan K. Callender of the Squire Sanders law firm, to review the bond documents on behalf of the City. St. Luke will pay the fees of Squire Sanders for this review.

Request:

The St. Luke Lutheran Home of the Aging (Headquarters in North Canton) is requesting that City Council authorize the issuance of Healthcare Facilities Revenue Bonds to assist St. Luke Lutheran Home for the Aging North Canton in financing and refinancing costs of a project.

If Yes, Reason:

St. Luke Lutheran Home is requesting an emergency in order that the benefits of the project may be available to the residents of the issuer at the earliest possible time. Any time delays could significantly add to the project's financing costs.

ORDINANCE NO. -14

An ordinance authorizing the issuance and sale of an amount not to exceed \$7,500,000 in principal amount of City of North Canton, Ohio Healthcare Facilities Revenue Bonds, Series 2014 (St. Luke Lutheran Community Project), for the purpose of financing costs of hospital facilities; authorizing the signing and delivery of a Base Lease, Lease, and a Trust Agreement to provide for the issuance of, and securing the payment of bond service charges payable on, the bonds; authorizing the signing and delivery of a Bond Purchase Agreement in connection with the sale of the bonds and of certain other documents and instruments in connection with, and the taking of actions necessary or desirable to effect the issuance of, the bonds; and authorizing and approving related matters, and declaring an emergency.

WHEREAS, the City, a municipal corporation and political subdivision established under the laws of the State of Ohio (the "City"), by virtue of the laws of the State of Ohio, including Chapter 140 of the Ohio Revised Code (the "Act") and its Charter, is authorized and empowered (a) to issue its bonds for the purpose of assisting in financing costs for the acquiring, constructing, improving, and equipping of "hospital facilities" as defined in the Act, (b) to enter into a lease agreement to evidence such indebtedness and to provide for "revenues", as defined in said Section 140.01, sufficient to pay the principal of, premium, if any, and interest on its Bonds, (c) to secure the Bonds by a pledge and assignment of revenues, (d) to secure those revenue bonds by a Trust Agreement and pledge of those revenues, and (e) to enact this Bond Legislation and to enter into the Base Lease, the Lease Agreement, the Tax Agreement, the Bond Purchase Agreement, and the other documents and instruments hereby approved, all as defined below; and

WHEREAS, St. Luke Lutheran Home for the Aging (the "Company"), an Ohio nonprofit corporation, has requested that the City issue its revenue bonds (the "Bonds") pursuant to the Act to assist the Company in providing funds to (a) finance the costs of the acquisition, construction, improvement and equipping of a 43-unit, approximately 41,760 square foot, two-story addition to the existing nursing home owned and operated by the Company at 200 Applegrove St. N.E., North Canton, Ohio 44720, and (b) pay the issuance costs of the Bonds.

NOW, THEREFORE, BE IT BE IT ORDAINED BY THE CITY OF NORTH CANTON, COUNTY OF STARK, STATE OF OHIO, that:

Section 1. <u>Definitions</u>. In addition to the words and terms elsewhere defined in this Bond Legislation, or in the Lease or Trust Agreement, the following words and terms as used in this Bond Legislation shall have the following meanings unless the context or use clearly indicates another or different meaning or intent:

"Act" means Chapter 140 of the Revised Code.

"Assignment" means the Assignment of Rights Under Lease, dated as of even date with the Trust Agreement, from the City, as assignor, to the Trustee, as assignee, as amended or supplemented from time to time.

- "Base Lease" means the Base Lease, dated as of even date with the Trust Agreement, between the Company, as lessor, and the City, as lessee, as amended or supplemented from time to time.
- "Bond Documents" means the Base Lease, the Lease, the Trust Agreement, the Assignment, the Bond Purchase Agreement and the Tax Agreement.
- "Bond Fund" means each Bond Fund created under the Trust Agreement and held by the Trustee.
- "Bond Legislation" means this ordinance adopted by the City providing for the issuance of the Bonds and the approval of the Bond Documents and related matters, as that ordinance may from time to time be amended or supplemented.
- "Bond Purchase Agreement" means the Bond Purchase Agreement, providing for the sale of the Bonds between and among the Original Purchaser, the Company, and the City.
- "Bond Service Charges" means, for any period or payable at any time, the principal of (whether on an Interest Payment Date, at stated maturity, by mandatory sinking fund redemption, if any, by acceleration or otherwise) and premium, if any, and interest on the Bonds for that period or due and payable at that time as the case may be.
- "Bonds" means the \$7,500,000 Healthcare Facilities Revenue Bonds, Series 2014 (St. Luke Lutheran Community Project), issued by the City pursuant to this Bond Legislation and the Trust Agreement.
- "City" means the City of North Canton, Ohio, a municipal corporation and political subdivision of the State of Ohio.
- "Clerk" means the City's Clerk of Council.
- "Closing Date" means the date of delivery of and payment for the Bonds.
- "Code" means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that section.
- "Company" means St. Luke Lutheran Home for the Aging, an Ohio nonprofit corporation and a nonprofit hospital agency, as defined in the Act, and its lawful successors and assigns, including without limitation any surviving, resulting, or transferee corporation or entity, as permitted under the Lease.

- "Director of Finance" means the Director of Finance of the City.
- "Guaranty" means the Guaranty Agreement, dated as of even date with the Trust Agreement, between the Company, The Waterford at St. Luke, St. Luke Lutheran Community-Portage Lakes, St. Luke Foundation, St. Luke Lutheran Community, and the Trustee, as amended or supplemented from time to time.
- "Holder" means the Person in whose name a Bond is registered on the Register.
- "Holder" means as to any Bond, the person in whose name such Bond is registered on the Register.
- "Interest Payment Date(s)" means the Interest Payment Dates for the Bonds as defined in the Trust Agreement.
- "Lease" means the Lease Agreement, dated of even date with the Trust Agreement, between the City, as lessor, and the Company, as a Co-Borrower and the lessee, and St. Luke Lutheran Community-Portage Lakes, The Waterford at St. Luke, and St. Luke Foundation, each an Ohio nonprofit corporation and a "nonprofit hospital agency" as defined in the Act, as Co-Borrowers, as amended or supplemented.
- "Mayor" means the Mayor of the City.
- "Original Purchaser" means PNC Bank National Association, as the initial purchaser of the Bonds.
- "Project" means the Project Facilities and the Project Site, including, as applicable, the interests of the City in and to the Project, and constituting a "project" as defined by the Act.
- "Project Facilities" means the hospital facilities generally identified in <u>Exhibit A</u> of the Lease, including any additions, improvements, modifications, substitutions, and renewals thereof, and further includes other facilities and uses as are permitted by the Act and the Lease.
- "Project Fund" means the Project Fund created in the Trust Agreement.
- "Project Site" means the real estate described in <u>Exhibit B</u> of the Lease, together with any additions thereto and less any removals therefrom, in the manner and to the extent provided in the Lease and the Trust Agreement.
- "Rental Payments" means the amounts required to be paid by the Company to the Trustee pursuant to the Lease and the Assignment.
- "Revenues" means: (a) Rental Payments, (b) amounts held in, or for the credit of, the Special Funds, (c) all amounts payable to the Trustee with respect to Bond Service Charges on the Bonds (d) all other rentals, revenue, income, charges and money received or to be received by the City, or the Trustee for the account of the

City, from the lease, sale or other disposition of the Project and (e) all income and profit from the investment of the Rental Payments and the Special Funds and such other money. The term "Revenues" does not include any money or investments in the Rebate Fund, the Bond Purchase Fund, or the Issuance Expenses Fund.

"Tax Agreement" means the Tax Regulatory Agreement, relating to the Bonds, by and between the City, the Company, and the Trustee, as amended or supplemented from time to time.

"Trust Agreement" means the Trust Agreement securing the Bonds, between the City and the Trustee, as amended or supplemented from time to time.

"Trustee" means the Trustee under the Trust Agreement, originally The Huntington National Bank, a national banking association duly organized and validly existing under the laws of the United States of America, and any successor Trustee, as determined or designated under the Trust Agreement.

Any reference herein to the City, to this Council, or to any officers thereof, shall include those which succeed to their functions, duties, or responsibilities pursuant to or by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Ohio Constitution or to a section, provision, or chapter of the Ohio Revised Code or the Charter of the City shall include such section or provision or chapter as from time to time may be amended, modified, revised, supplemented, or superseded; provided, that no such change in the Constitution or laws shall be deemed applicable by reason of this provision if such change would in any way constitute an impairment of the rights or obligations of the City, the Company, the Trustee, or a Holder under this Bond Legislation, under the Trust Agreement, or with respect to the Bonds.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof", "herein", "hereby", "hereto", "hereunder", and similar terms, mean this Bond Legislation as a whole and not any particular section or subsection. Words of the masculine and neuter genders shall be deemed and construed to include correlative words of the masculine, feminine, and neuter genders.

Section 2. Findings and Determinations. Based upon the representations of the Company, this Council makes the following determinations: (a) the Project constitutes "hospital facilities" as defined in the Act; (b) the current use and proposed use of the Project is in furtherance of the purposes of the Act and will benefit the people of the City and of the State of Ohio by enhancing the availability, efficiency, and economy of "hospital facilities" and the service rendered thereby and by facilitating hospital facilities to be available to or for the service of the general public without discrimination by reason of race, creed, color, or national origin; and (c) the provision of assistance in financing costs of the Project will require the issuance, sale, and delivery of the Bonds in a principal amount not to exceed \$7,500,000.

- Section 3. Authorization of the Bonds. The City determines it to be necessary, and the City shall issue, sell, and deliver the Bonds for the purpose of assisting the Company in providing funds to pay the "costs of hospital facilities" as provided and authorized herein and in the Act and in the Trust Agreement. The Project shall be leased to the Company pursuant to the Lease.
- Section 4. Bond Documents. The Bonds shall be issued under the terms of the Trust Agreement between the City and the Trustee, as trustee, provided that another bank or trust company may be selected to serve as trustee if the Company determines that it is in the best interest of the Company and not prejudicial to the City or the Holders, and the Mayor approves that bank or trust company as Trustee as evidenced by the signing of the Trust Agreement. The Project will be leased by the Company, as lessor, to the City, as lessee, pursuant to the Base Lease and in consideration for the City's issuance of the Bonds. The Project will be leased back to the Company, as lessee, by the City, as lessor, pursuant to the Lease and in consideration of the Company's agreements, among others, to maintain the Project as required by the Lease and to pay Bond Service Charges in amounts sufficient to pay the principal of, and any premium and the interest on, the Bonds. The City will assign its rights under the Base Lease and the Lease to the Trustee for the security of the Bonds pursuant to the Assignment. Payment of the Bond Service Charges will be guaranteed under the Guaranty. If the Bonds are issued in more than one series, the above documents may be prepared for each such series, and references herein to those documents include the documents for each series of Bonds.

Section 5. Terms of Bonds.

- (a) Generally. The Bonds shall be issued in an aggregate principal amount not to exceed \$7,500,000 or in such lesser amount as shall be specified in the Bond Purchase Agreement between the Original Purchaser, the City, and the Company. The Bonds shall be issued only in fully registered form, shall be numbered in such manner as determined by the Trustee in order to distinguish each Bond from any other Bond, shall be in the authorized denominations and shall be dated and designated, all as provided in the Trust Agreement. The Bonds, the certificate of authentication, and the form of assignment shall be substantially in the respective forms thereof set forth in Exhibit A to the Trust Agreement. The Bonds shall be negotiable instruments in accordance with the Act and shall express on their faces the purpose for which they are issued and such other statements or legends as may be required by law. The Bonds may be issued under a book entry system as and to the extent provided in the Trust Agreement. The Mayor or the Director of Finance of the City is authorized and directed to sign the necessary documents relating to that book entry system. The Bonds shall be signed by the Mayor and the Director of Finance in their official capacities (provided that either or both of those signatures may be facsimiles).
- (b) Interest Rates and Maturities. The Bonds shall mature in the years and principal amounts, shall bear interest in the years they are outstanding at the rates per year, and shall be payable as to principal and interest on the dates, all as provided in the Trust Agreement; provided that the maturity of the Bonds shall not exceed 40 years, the weighted average interest rate for the Bonds shall not exceed 25% (except as required under any bank, credit, liquidity or similar agreement).

Redemption Terms. The Bonds of one or more maturities may be term bonds subject to mandatory redemption prior to maturity pursuant to the mandatory sinking fund requirements of the Trust Agreement, on the dates and in the years and principal amounts as provided in the Trust Agreement. The Bonds are subject to optional redemption prior to maturity, on the dates, in the years, and at the redemption prices (expressed as a percentage of the principal amount redeemed), plus accrued interest to the redemption date, all as set forth in the Trust Agreement. The Bonds shall be subject to extraordinary optional redemption and optional and mandatory tender for purchase prior to maturity as provided in the Trust Agreement.

Section 6.

Sale of Bonds. At the time of the signing of the Bond Purchase Agreement setting forth the final terms of the Bonds, the Mayor or the Director of Finance each is authorized and directed to award and sell the Bonds to the Original Purchaser at the purchase price established in and in accordance with the terms and provisions of the Bond Purchase Agreement. The purchase price so established shall be not less than 97% of an amount equal to the aggregate principal amount of the Bonds, less any original issue discount, plus (ii) any accrued interest on the aggregate principal amount of the Bonds from the date of the Bonds to the date of payment for the Bonds by the Original Purchaser. The original issue discount, if any, shall not exceed 10% with respect to any maturity of the Bonds, except for Bonds issued as capital appreciation bonds as set forth in the Bond Purchase Agreement and in accordance with the provisions of the Trust Agreement. Mayor or the Director of Finance is authorized and directed to sign, acknowledge, and deliver, in the name of and on behalf of the City, the Bond Purchase Agreement in substantially the form presented to the City, which instrument is hereby approved, with such changes, to be approved by the Mayor or the Director of Finance signing the same on behalf of the City, as are required by the terms of the Bonds, not inconsistent with this ordinance and not substantially adverse to the City as may be permitted by the Act. The approval of such changes by the Mayor or Director of Finance, and that such are not substantially adverse to the City, shall be conclusively evidenced by the signing of the Bond Purchase Agreement.

The Mayor or Director of Finance each is authorized and directed to make the necessary arrangements on behalf of the City to establish the date, location, procedure, and conditions for the delivery of the Bonds to the Original Purchaser, and to take all steps necessary to effect due signing, authentication, and delivery to the Original Purchaser of the Bonds under the terms of this ordinance, the Bond Purchase Agreement, and the Trust Agreement. It is determined that the purchase price to be paid by the Original Purchaser and the terms of the Bonds, and the sale thereof, all as provided for in this ordinance, are in the best interest of the State and the City and in compliance with all legal requirements and will carry out the public purposes specified in the Act.

Section 7.

Security for Bonds. To the extent provided in and except as otherwise permitted by the Trust Agreement, (i) the Bonds shall be special obligations of the City and the Bond Service Charges thereon shall be payable equally and ratably solely from the Revenues, as defined and provided in the Trust Agreement and being generally the Rental Payments to be made by the Company to the Trustee pursuant to the Base Lease and the Lease and the Assignment, and the money and investments in the Special Funds established under the Trust Agreement and held by the Trustee, and (ii) the payment of Bond Service Charges shall be secured by an assignment of and grant of a security interest in the Revenues and the assignment of the Lease (save for the Unassigned Rights thereunder) pursuant to

the Trust Agreement and the Assignment. The Bonds may be further secured by a policy of municipal bond insurance or a letter of credit (or other credit, liquidity or similar agreement) if so provided in the Bond Purchase Agreement and the Trust Agreement. The Mayor or the Director of Finance are authorized to enter into such insurance or credit agreements if so requested by the Company.

Notwithstanding anything to the contrary in this ordinance, the Bonds, or the Trust Agreement, the Bonds do not and shall not represent or constitute a debt or pledge of the faith and credit of the City, the State, or of any political subdivision thereof, and the Holders have no right to have taxes levied by the General Assembly of the State, the City or the taxing authority of any political subdivision of the State for the payment of the Bond Service Charges. Nothing herein shall be deemed, however, to prohibit, or require, the City, of its own volition, from using to the extent lawfully authorized to do so any other resources for the fulfillment of any of the terms, conditions, or obligations of the Trust Agreement, this Bond Legislation, or any of the Bonds.

- Section 8. Funds and Allocation of Bond Proceeds to Funds. The Trust Agreement creates the Bond Fund and the Improvement Fund as Special Funds to be held by the Trustee and included in the Revenues given as security for the Bonds. The Trust Agreement further creates the Issuance Expenses Fund and the Rebate Fund as funds to be held by the Trustee but not to be included in the Revenues given as security for the Bonds. The amount paid under the Bond Purchase Agreement as the purchase price for the Bonds shall be received and receipted on behalf of the City by the Trustee and transferred to the Trustee whereupon it shall be allocated, deposited, and credited by the Trustee in accordance with the Trust Agreement.
- Section 9. Covenants and Agreements of City. In addition to the other covenants and agreements of the City in this ordinance and the Trust Agreement, the City covenants and agrees as set forth in this section.
 - Arbitrage Provisions and City Information Return. The City covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code. Any of the Chairman, Vice Chairman, the Secretary, or Assistant Secretary, alone or in conjunction with any other officer, employee, or agent of or consultant to the Company, shall give an appropriate certificate of the City that sets forth the reasonable expectations of the City regarding the amount and use of the proceeds of the Bonds, the facts, estimates, and circumstances on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds, including the Tax Agreement.

The City covenants that it: (i) will take, or require to be taken, all actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (ii) will not take or authorize to be taken any actions that would adversely affect that exclusion under the provisions of the Code. The Mayor or Director of Finance are hereby authorized and directed to take any and all actions and make or give such reports and certifications as may be appropriate to assure such exclusions of that interest.

(b) <u>Transcript of Proceedings</u>. The City shall furnish to the Original Purchaser a true transcript of proceedings for the Bonds along with such

information for the records as is necessary to determine the regularity and validity of the issuance of the Bonds.

- Section 10. <u>Direct Placement</u>. As the Bonds are being placed directly with the Original Purchaser, an Offering Circular relating to the original issuance of the Bonds will not be prepared by the Company.
- Bond Documents of the City. To provide for the issuance and sale of the Bonds and the consummation of the transactions to be consummated thereby, the Mayor or the Director of Finance each is authorized and directed to sign, acknowledge, and deliver, in the name and on behalf of the City, the Bond Documents, all in substantially the forms herewith presented to the City. Those instruments are approved with changes therein not inconsistent with this Bond Legislation and not substantially adverse to the City that are permitted by the Act and shall be approved by the Mayor or the Director of Finance signing the same on behalf of the City; provided that the approval of those changes by the Mayor or the Director of Finance, and their character as not being substantially adverse to the City, shall be conclusively evidenced by the signing of those instruments. The final form of those documents shall be included in the transcript of proceedings and filed with the City.
- Section 12. Other Documents and Actions. The Mayor, the Director of Finance, or the Clerk, as appropriate, each is further authorized and directed to sign, and the City shall enter into, any certifications, financing statements, assignments, other documents, and instruments, and to take such actions as are, in the opinion of Bond Counsel, necessary or appropriate to perfect the assignments set forth in the Trust Agreement and to consummate the transactions contemplated by this Bond Legislation, the Trust Agreement, and the Lease, including the marketing and sale of the Bonds. The Mayor or the Director of Finance, as appropriate, each is further authorized to take any actions on behalf of the City that are required or permitted to be taken by the City under or pursuant to the Bond Documents during the period those Bond Documents are in effect. Bond Counsel is hereby authorized to date or redate all certificates and other documents, including but not limited to those set forth in Section 11 and this Section 12, to be included in the transcript of proceedings.
- Section 13. The City to Use Best Efforts to Issue Bonds. This Council agrees and covenants that the City will use its best efforts to effect the issuance of the Bonds, subject to compliance with the applicable requirements of the Internal Revenue Code of 1986, as amended, and the Act.
- Section 14. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council or committees concerning and relating to the enactment of this Bond Legislation were taken in open meetings of this Council or committees and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with the law, including Section 121.22 of the Ohio Revised Code.
- Section 15. <u>Emergency and Effective Date</u>. This Bond Legislation is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the City and for the further reason that this Bond Legislation must be immediately effective in order that the Company will be able to take advantage of favorable financing rates that will benefit the Project and the

North Canton City Council Finance and Property Committee

Ordinance No. 67 - 2014

An ordinance authorizing the Director of Finance of the City of North Canton to make payment to Plain Township in the amount of \$24,333.20 for annexation property tax reparations due through tax year 2013, and declaring the same to be an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That the Director of Finance of the City of North Canton, be, and is hereby authorized to make payment to Plain Township in the amount of \$24,333.20 for annexation property tax reparations due through tax year 2013 from the following appropriations:

101 GENERAL FUND101.627.5403 Property Tax Reimbursement

\$24,333.20

upon receipt of vouchers duly approved by the proper departmental authority.

- Section 2. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City of North Canton and further necessary for the timely payment to Plain Township of annexation property tax reparations; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

	Passed in Council this	day of	2014.
		David Held, I	Mayor
		Signed:	, 2014
ATTEST:			
Mary Beth	Bailey, Clerk of Council		

145 North Main St. · North Canton, OH 44720

Phone: 330-499-3466 Fax: 330-499-2960

karen@northcantonohio.com

CITY OF NORTH CANTON

Karen Alger
Director of Finance

July 28, 2014

TO: Daniel Jeff Peter

President of Council

RE: Property Tax Payment to Plain Township

Please place on the agenda for the next Council of the Whole for authorization to make payment to Plain Township in the amount of \$24,333.20 for payment of property tax reparation due through tax year 2013.

In order to have the Resolution in place before summer recess, I would request that this be passed as an emergency after the first reading. Please note we only received the letter from Plain Township on July 17, 2014.

Respectfully submitted,

Karen alger

Karen Alger

Director of Finance

RECEIVED

JUL 2 8 2014



ATTORNEYS AT LAW

52-13

Senders E-mail: eiwilliams@pelini-law.com

July 17, 2014

Tim Fox, Law Director North Canton City Hall 145 N. Main Street North Canton, OH 44720

Craig G. Pelini

Dear Mr. Fox:

Kristen E. Campbell

Enclosed you will find an invoice in the amount of \$24,333.20 for payments to be made pursuant to the Ohio Revised Code regarding annexations that have taken place of property from Plain Township to North Canton that took place in 2013. I have attached information documenting the amounts owed, as well as an invoice for your convenience.

Eric I. Williams

I would request that you contact me upon your receipt of this correspondence so that we can decide best how to proceed, or that you simply pass this information along to your auditor's department for payment.

Raymond C. Mueller

Your time and attention to this matter is greatly appreciated.

Paul B. Ricard

Very truly yours,

April L. Proctor

Kyle A. Johnson

Eric J. Williams

Plain Township Law Director

EJW:ldc

Enclosure

S:\3118\1\invoice ltr-north canton 2013.doc[7/17/14:ldc]

3,200.53
1
2,642,91
Į.
Plain Township Rates: RESIDENTIAL COMMERCIAL AGRICULTURE

City Lot#	Parcel #	Address	Date	Valuation
RESIDENT	TAL:			
6731	9209032	1601 Arnesby Cir NW	6/21/2002	57,930
6732	9209033	1605 Arnesby Cir NW	6/21/2002	52,080
6733	9209034	1611Arnesby Cir NW	6/21/2002	55,930
6729	9209076	1610 Arnesby Cir NW	6/21/2002	57,020
6734	9209035	1615 Arnesby Cir NW	6/21/2002	56,110
6728	9209075	1618 Arnesby Cir NW	6/21/2002	56,180
6735	9209036	1621 Arnesby Cir NW	6/21/2002	59,020
6727	9209074	1626 Arnesby Cir NW	6/21/2002	50,370
6726	9209073	1634 Arnesby Cir NW	6/21/2002	59,610
6736	9209037	1639 Arnesby Cir NW	6/21/2002	58,040
6725		1642 Arnesby Cir NW	6/21/2002	56,980
6737		1649 Arnesby Cir NW	6/21/2002	58,450
6724		1650 Arnesby Cir NW	6/21/2002	60,170
6738		1655 Arnesby Cir NW	6/21/2002	59,640
6723		1660 Arnesby Cir NW	6/21/2002	49,460
6739		1665 Arnesby Cir NW	6/21/2002	58,280
6722		1668 Arnesby Cir NW	6/21/2002	64,760
6740		1669 Arnesby Cir NW	6/21/2002	62,870
6721		1676 Arnesby Cir NW	6/21/2002	62,410
6715		320 Eastwind Cir NW	6/21/2002	65,110
6716		340 Eastwind Cir NW	6/21/2002	64,050
6711		351 Eastwind Cir NW	6/21/2002	57,930
6717		360 Eastwind Cir NW	6/21/2002	58,380
6710		375 Eastwind Cir NW	6/21/2002	49,710
6718		420 Eastwind Cir NW	6/21/2002	61,670
6709		425 Eastwind Cir NW	6/21/2002	57,750
6719		460 Eastwind Cir NW	6/21/2002	57,650
6708		475 Eastwind Cir NW	6/21/2002	53,970
6720		520 Eastwind Cir NW		59,820
6707		525 Eastwind Cir NW	6/21/2002	46,870
6706		575 Eastwind Cir NW	6/21/2002	64,440
6712		325 Eastwind Cir NW	6/21/2002	57,720
6730		Split to 56-09417/09418	6/21/2002	
		Combined w/56-09424		
		Combined w/56-09420	40400007	
7000		Split to 56-09421/09423	10/10/2007	74.070
7006		1602 Arnesby Cir NW		74,270
7005		Stratavon St SW		10,190
7005		1606 Arnesby Cir NW	40400000	64,680
O.L. 332		Split to 56-09415/09416	10/10/2006	
		Combined w/56-09420		
07.10		Combined to 56-09424	<i>elas l</i> anda.	ዕለ ማባበ
6742		289 Stratavon St NW	6/21/2002	•
O.L. 324		650 Orion St NW	6/21/2002	36,650
		290 Orion Condo	6/21/2002	32,590 32,590
	9209104	280 Orion Condo	6/21/2002	32,590
			LUEO	0.400.070

TOTAL RESIDENTIAL PROPERTY VALUES

2,126,070

2013 OAKSHIRE #4 ANNEXATION - CITY OF NORTH CANTON						
					Property	
City Lot#	Parcel#	Address	Date		Valuation	
COMMERG O.L. 328 O.L. 326 6741 O.L. 331 6714 O.L. 330 O.L. 327 O.L. 329 O.L. 339 6806	10002480 9209043 9209050 9209053 9209047 9209044 9209046 10002475	1603 N Main St 1695 N Main St 321 Stratavon St NW 401 Stratavon Dr NW 250 Orion St NW Stratavon St NW Split to 56-09174/09175 Stratavon St NW 1619 Main St N 1637 Main St N	ALUES	6/21/2002 6/21/2002 6/21/2002 6/21/2002 6/21/2002 6/21/2002 6/21/2002 6/21/2002	1,047,08 37,86 37,93 68,72 27,30 52,780 444,510	0 0 0 0 0 0 From Parcel 9209174 1/23/12 0 From Parcel 9209175 1/23/12
AGRICULT	URAI -					
O.L. 325		Orion St NW		6/21/2002	43,370)

RATES:	RESIDENTIAL 12.45	COMMERCIAL 12.45	AGRICULTURE 12.45	
YEAR 12: Tax Year 2013	26,469.57	29,748.03	539.96	
27.5% OF TAXES 42.5% OF TAXES	7,279.13	12,642.91	148.49	7,427.62 12,642.91 20.070.53

43,370

TOTAL AGRICULTURAL PROPERTY VALUES: